

**IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	§	Chapter 11
	§	
Free Speech Systems LLC	§	Subchapter V
	§	
Debtor.	§	Case No. 22-60043 (cml)

**IN THE UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TEXAS
WACO DIVISION**

In re:

**NEIL HESLIN, SCARLETT LEWIS,
LEONARD POZNER, VERONIQUE DE LA
ROSA, MARCEL FONTAINE,**

Plaintiffs,

v.

ADVERSARY NO. 22-06017

**ALEX E. JONES, FREE SPEECH
SYSTEMS, LLC, PQPR HOLDINGS
LIMITED, LLC, PLJR HOLDINGS, LLC,
PLJR HOLDINGS LIMITED, LLC, CAROL
JONES, DAVID JONES, AEJ HOLDINGS,
LLC AEJ TRUST 2019,**

Defendants.

**DAVID WHEELER, FRANCINE
WHEELER, JACQUELINE BARDEN,
MARK BARDEN, NCOLE HOCKLEY, IAN
HOCKLEY, JENNIFER HENSEL, DONNA
SOTO, CARLEE SOTOPARISI, CARLOS
M. SOTO, JILLIAN SOTO, WILLIAM
SHERLACH, ROBERT PARKER,
WILLIAM ALDENBERG,**

Intervenors.

JOINT-STIPULATION AND AGREED ORDER ABATING MOTION TO REMAND

Plaintiffs Neil Heslin, Scarlett Lewis, Leonard Pozner, Veronique De La Rosa, and Marcel Fontaine (the “Texas Plaintiffs”), Intervenors David Wheeler, Francine Wheeler, Jacqueline Barden, Mark Barden, Nicole Hockley, Ian Hockley, Jennifer Hensel, Donna Soto, Carlee Soto Parisi, Carlos M. Soto, Jillian Soto, William Sherlach, Robert Parker, and William Aldenberg (the “Intervenors”), Defendant Free Speech Systems, LLC, (“Defendant” and collectively with the Plaintiffs and the Intervenors, the “Parties”), present this *Joint-Stipulation and Agreed Order Abating Motion to Remand* (the “Stand-Still Agreement”) as follows.

WHEREAS, on April 6, 2022, the Texas Plaintiffs sued Alex Jones and the other Defendants under the Texas Uniform Fraudulent Transfer Act in state court (the “TUFTA Case”). The Intervenors later intervened in the TUFTA Case in June of 2022.

WHEREAS, on July 29, 2022, Free Speech Systems, LLC (“FSS”) petitioned for relief under chapter 11, subchapter V within the United States Bankruptcy Court for the Southern District of Texas.

WHEREAS, on October 27, 2022, Defendant removed the TUFTA Case from state court to this Court, with the alleged jurisdictional basis for the removal being the Court’s “related-to” jurisdiction.

WHEREAS, on November 28, 2022, the Texas Plaintiffs filed their *Motion for Abstention and Remand* (the “Remand Motion”). Subsequently, the Intervenor filed their joinder to the Remand Motion.

WHEREAS, in order to conserve the resources of the Parties and of the Court, and to ensure that the question of the Remand Motion is decided at the appropriate time, the Parties hereby agree to as follows.

NOW, THEREFORE, it is hereby **AGREED THAT**:

1. The time to file any papers in response to the Remand Motion is hereby adjourned until fifteen (15) days after the earlier of:

- a. Confirmation of FSS’s plan of reorganization;
- b. Conversion of FSS’s bankruptcy case to a liquidating proceeding under chapter 7;
- c. Dismissal of FSS’s bankruptcy case;
- d. A stipulation terminating the Stand-Still Agreement signed by the Parties; or
- e. An order of the Bankruptcy Court terminating the Stand-Still Agreement for good cause shown.

2. This Stand-Still Agreement is subject to Bankruptcy Court approval. In the event the Bankruptcy Court denies approval of this Stand-Still Agreement, this Stand-Still Agreement shall be deemed null and void.

3. Nothing in this Stand-Still Agreement, or in the circumstances that gave rise to this Stand-Still Agreement, shall be construed as an acknowledgement by any Party to this Stipulation that any claim, pleading, responsive pleading, or otherwise, has or has not been barred, or is about to be barred by a statute of limitations, laches, or other defense based on the lapse of time.

4. This Stand-Still Agreement shall not operate as an admission of liability or acknowledgement of any defense by any Party. Neither this Stand-Still Agreement nor any action taken pursuant to this Stand-Still Agreement shall be offered or received in evidence in any action or proceeding as an admission of liability or acknowledgment of any defense by any Party to this Stand-Still Agreement.

5. This Stand-Still Agreement comprises the entire agreement of the Parties with respect to the subject matter of this Stand-Still Agreement. This Stand-Still Agreement

may be modified, amended, or supplemented only by a written instrument signed by each of the Parties to this Stand-Still Agreement.

6. Each Party to this Stipulation represents, warrants, and states that all legal action necessary for the effectuation and execution of this Stipulation has been validly taken and that the individuals whose signatures appear below on behalf of each Party are duly authorized to execute this Stipulation on behalf of their respective Parties.

7. The Bankruptcy Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Stand-Still Agreement, and the Parties hereby consent to such jurisdiction to resolve any disputes or controversies arising from or related to this Stand-Still Agreement.

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Agreed as to form and substance

Dated: November 28, 2022

/s/ Raymond W. Battaglia

Raymond W. Battaglia (TX State Bar # 01918055)

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